



Staff Report

June 12, 2018

TO: Honorable Mayor and Members of the Town Council
FROM: Roger Carroll, Finance Director
DATE: June 6, 2018
RE: Renew contract for animal control services with Placer County

Recommendation

Authorize the Town Manager to execute the contract renewal with Placer County Department of Health and Human Services for Animal Control and Care Services for July 1, 2018 through June 30, 2021.

Issue Statement and Discussion

Placer County has proposed a three-year contract renewal. Prior contracts have been for just one or two years at a time. Per the contract's "Exhibit B," the Town is to pay its "pro-rata share of [the County's] Animal Services Fiscal Year 2018-2019 budget operating cost." For 2018-19 the amount is \$46,387.04, a 49% decrease from the prior year's contract.

The contract includes an allowance for CPI increases between years, but they have included a "cap" to the total of all three years' cost at \$143,378.

CEQA Requirements

There are no CEQA issues.

Financial and/or Policy Implications

The contract amount for the 2018-19 fiscal year is \$46,387.04 and the total cost for all three years is not to exceed \$143,378. The appropriate amount has been included in the 2018-19 operating budget.

Attachments

- A. Contract for Services Placer County Department of Health & Human Services.

**CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION:	Animal Control and Care Services
CONTRACT NO.	CN005981
BEGINS:	July 1, 2018
ENDS:	June 30, 2021
ADMINISTERING AGENCY:	Health and Human Services, Animal Services Division

This is an Agreement made and operative as of the 1st day of July, 2018, between the COUNTY OF PLACER, through its Health and Human Services Department, hereinafter referred to as "COUNTY", and the TOWN OF LOOMIS, hereinafter referred to as "TOWN", both parties being political subdivisions of the State of California.

WHEREAS, both COUNTY and TOWN have the authority to regulate and control animals, and to provide care to stray and unwanted animals, and in conjunction therewith, to impound, take in and care for animals in accordance with the law, and

WHEREAS, both COUNTY and TOWN have the authority to remove dead stray domestic and wild animals from public property and streets, and

WHEREAS, TOWN may not have adequate resources to provide field and enforcement services related to domestic animals within the TOWN, or facilities for the care and custody of stray impounded and unwanted animals, and for the adoption of homeless animals, and

WHEREAS, TOWN desires that COUNTY house, care for, and offer animals for adoption at the Placer County Animal Services Center, operated by COUNTY and located at 11232 B Avenue, Auburn, CA 95603, and

WHEREAS, Government Code Section 51301 allows cities and towns to enter into contracts with counties for the performance of city and town functions, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with such field and shelter services during the term of this Agreement

Therefore, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the parties as follows:

1. **SERVICES:** COUNTY agrees to provide TOWN with animal control and care services, as set forth in **Exhibit A titled Scope of Services**, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to TOWN or provide additional payment to COUNTY except as expressly set forth in this or the amended Agreement.
3. **PAYMENT:** TOWN shall pay to COUNTY as full payment for all services rendered pursuant to this Agreement in the amount set forth in **Exhibit B, titled Payment Provisions**. The payment specified in Exhibit B shall be the only payment made to COUNTY for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed **One Hundred Forty-Three Thousand Three Hundred Seventy-Eight Dollars (\$143,378)**. This rate shall be inclusive of all COUNTY costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. COUNTY shall charge for travel according to the Federal General Services Administration (GSA) guidelines.

4. **INVOICES:**

- 4.1. COUNTY will provide invoices to TOWN on a quarterly basis. TOWN will review, approve, and pay all valid invoices within 30 days of receipt.
- 4.2. COUNTY shall notify TOWN no later than May 15th of each year of the quarterly charges to be assessed effective July 1st in accordance with Section 3 and Exhibit B and TOWN shall remit payment to COUNTY on a quarterly basis based on this notification.
- 4.3. Invoices for payment will be submitted to the following address, will be on COUNTY letterhead and will include the contract number, the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice:

Town of Loomis
Attn: Accounts Payable
P.O. Box 1330
Loomis, CA 95650

5. **EXHIBITS:** All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of COUNTY identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.
6. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2018 through June 30, 2021. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.
7. **TERMINATION:** Either party shall have the right to terminate this Agreement without cause; any such termination will be effective thirty (30) calendar days after written notice. TOWN shall pay for services on a prorated basis to the date of cancellation, and COUNTY shall refund any payments received in excess of this prorated amount. Prorated amounts shall be based on the quarterly payment applicable at the time of termination.
8. **RECORDS:** COUNTY shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to TOWN, and TOWN shall have the right to inspect and copy such records at any reasonable time.
9. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, COUNTY, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between TOWN and COUNTY. COUNTY agrees neither it nor its agents and employees have any rights, entitlement or claim against TOWN for any type of employment benefits or workers' compensation or other programs afforded to TOWN employees. COUNTY will be responsible for all applicable State and Federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.
10. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See **Exhibit C** for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.
11. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage

prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to COUNTY: Jeffrey S. Brown, Director
Placer County Dept. of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603

If to TOWN: Sean Rabe, Town Manager
Town of Loomis
P.O. Box 1330
Loomis, CA 95650

12. **ASSIGNMENT**: TOWN will not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY. The terms of this Agreement shall also apply to any subcontractor(s) of TOWN.
13. **NON-EXCLUSIVITY**: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with COUNTY. This Agreement shall not restrict TOWN from acquiring similar, equal or like goods and/or services from other entities or sources. COUNTY shall only provide those services as requested by TOWN and TOWN may cancel any service request.
14. **TIME OF PERFORMANCE**: COUNTY agrees to complete all work and services in a timely fashion.
15. **ENTIRETY OF AGREEMENT**: This Agreement contains the entire agreement of TOWN and COUNTY with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
16. **GOVERNING LAW AND VENUE**: The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California.
17. **CONTRACTOR NOT AGENT**: Except as COUNTY may specify in writing TOWN will have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. TOWN will have no authority, express or implied pursuant to this Agreement to Bind COUNTY to any obligation whatsoever.

//Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

TOWN OF LOOMIS ("TOWN")
_____ Signature
_____ Print Name, Title
Date: _____

Approved as to Form Office of Town Attorney

Date: _____

COUNTY OF PLACER ("COUNTY")
_____ Jeffrey S. Brown, Director, Department of Health & Human Services
Date: _____

Approved as to Form Office of Placer County Counsel

Date: _____

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements

SCOPE OF SERVICES

1. DESCRIPTION OF SERVICES:

- 1.1. Animals seized or picked-up by COUNTY within TOWN'S jurisdiction shall be taken to the COUNTY Animal Services Center operated and maintained by COUNTY at 11232 B Avenue, Auburn, CA 95603. COUNTY Animal Services Center shall also accept animals presented by owners or others residing within the jurisdiction of the TOWN.
- 1.2. COUNTY will keep, maintain, and care for stray and owner surrendered animals at the COUNTY Animal Services Center until redeemed by owner or person entitled to custody, adopted, or euthanized as governed by California Food and Agriculture Code Sections 17005, 17006, 31108, 31752, 31752.5, 31753, and 31754... Animals impounded with a license tag, identification tag or a microchip shall become available for adoption or euthanasia after a period of ten (10) working days. Animals not impounded with a license tag, identification tag or a microchip shall become available for adoption or euthanasia after the required impound period as mandated by California Food and Agriculture Code Sections 31108, 31752, 31752.5, 31753, and 31754..

Adoption and euthanasia procedures shall be performed in accordance with California Food and Agriculture Code Sections 17005, 17006, 30503, 31107, 31108, 31108.5, 31751.3, 31752, 31752.5, 31753, 31754 and 32003; California Penal Code Sections 597, 597.1 and 599d; California Code of Regulations Title 16, Section 2039 and Title 17, Section 2606; California Civil Code Section 1834.4 and California Business and Professions Code Section 4827.
- 1.3. COUNTY agrees to provide quarantine facilities to TOWN and to provide quarantine kennels or kennels for extraordinary circumstances to TOWN as a part of this Agreement.
- 1.4. COUNTY agrees to provide TOWN with accurate quarterly impound reports regarding the disposition of TOWN and COUNTY animals.
- 1.5. COUNTY shall dispose of all dead animals delivered to the Animal Services Center from TOWN subject to Chapter 6.08.080 of the Placer County Code, and any other applicable laws or regulations.
- 1.6. Animals/specimen delivered to COUNTY for rabies testing will be prepared, properly stored, and transported to the Sacramento County Public Health Laboratory for analysis. COUNTY will receive results and notify the TOWN of the outcome and any Public Health recommendations as appropriate upon receipt of the results.
- 1.7. COUNTY shall perform field services within the incorporated jurisdiction of TOWN. The cost of such services shall be included in the quarterly rate calculated as described in Section 4.1 Exhibit B. Field services shall include, but are not limited to, responding to citizen complaints relating to domestic animals and livestock; law enforcement relating to dog licensing requirements and humane investigations; impounding strays; animal rescues; dead animal pickup and disposal; rabies control; and assisting other law enforcement and other governmental agencies as required. Field services are provided on a 24-hour per day basis. However, only emergency services dispatched by the Placer County Sheriff's Office are available after 5:00 p.m., weekends, and holidays.
- 1.8. COUNTY shall perform all functions in accordance with applicable California Penal Code, Health and Safety Code, Food and Agriculture Code, Code of Regulations, Business and Professions Code and Placer County Code requirements, as periodically updated and amended, and in accordance with published California State policy statements regarding standards for animal control and care services. When COUNTY is providing field services to TOWN, TOWN codes that are in conformance with COUNTY Codes will be enforced by COUNTY in accordance with Chapter 6 of the Placer County Code. TOWN codes not in conformity with COUNTY codes shall be enforced by TOWN unless authority is delegated to COUNTY through TOWN ordinance.

- 1.9. TOWN animals with treatable injuries or illness will receive proper veterinary medical treatment as mandated by California Penal Code Section 597 and California Civil Code 1834.
- 1.10. TOWN Manager, or authorized designee may request COUNTY to provide additional animal control emergency or other relief services that TOWN may desire. A request for services shall not, however, guarantee provision of said services which, if rendered, shall be at the discretion of the COUNTY Director of Animal Services. COUNTY will contact TOWN to confirm whether the requested services will be provided. The costs relating to these services shall be additional to the quarterly rate calculated as described in Exhibit B, Payment Provisions under the heading "Field Services".
- 1.11. COUNTY shall furnish and supply all necessary labor, supervision, equipment, dispatching services, facilities, and supplies necessary to maintain the level of services to be rendered hereunder.
- 1.12. COUNTY shall collect fees from the public, and shall retain all such fees, in addition to payments made by TOWN pursuant to this Agreement.

PAYMENT PROVISIONS

Per Government Code Section 51350, a county that provides services to a city or town pursuant to contract shall charge the city or town all those costs that are incurred in providing the services so contracted or authorized.

The total amount of this contract shall not exceed One Hundred Forty-Three Thousand Three Hundred Seventy-Eight Dollars (\$143,378). This amount is meant to be a maximum and COUNTY will bill based on actual services. The amount allows for flexibility to include the annual CPI increases up to 3%. Changes to this maximum contract amount due to an increase in pro-rata share shall be memorialized in a subsequent amendment.

1. The charges for all services set forth in Exhibit A, Scope of Services shall be based on the TOWN'S pro-rata share of Animal Services Fiscal Year 2018-2019 budgeted operating cost. For Fiscal Year 2018-2019, charges are set at **Eleven Thousand Five Hundred Ninety-Six Dollars and Seventy-Six Cents (\$11,596.76) per calendar quarter**. Charges for Fiscal Years 2019-2020 and 2020-2021 shall be subject to an annual adjustment based on the California Department of Industrial Relations Consumer Price Index – California, for all Urban Consumers. The adjustment shall be calculated using the most recent twelve month period data available as of April 30 for each year.

2. **Charges for Field Services**

Charges for services provided in accordance with Section 1.9 of Exhibit shall be billed separately as detailed below.

- 2.1. For any field services performed Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. the current hourly field service rate shall be charged, as set forth in COUNTY Code Section 2.116.110.
- 2.2. For any emergency field services performed Monday through Friday between the hours of 4:00 p.m. and 8:00 a.m., Saturdays, Sundays, or official COUNTY holidays the current hourly after-hours rate shall be charged, as set forth in COUNTY Code Section 2.116.110.
- 2.3. Field services shall include one animal control officer, one animal control vehicle and, if needed, one stock or horse trailer. If additional officers or equipment are required, appropriate fees shall be applied as set forth in COUNTY Code Section 2.116.110.
- 2.4. Rates set forth in this section are subject to annual adjustment by the COUNTY Board of Supervisors. COUNTY shall notify TOWN in writing of any such adjustment prior to applying the adjusted rates to services performed for TOWN.

PLACER COUNTY INSURANCE AND INDEMNITY REQUIREMENTS

TOWN shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII evidencing all coverages, limits, and endorsements listed below:

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

COUNTY agrees to indemnify and hold harmless TOWN and TOWN'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents.

TOWN agrees to indemnify and hold harmless COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of TOWN, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of COUNTY'S services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve COUNTY from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by COUNTY'S operations regardless if any insurance is applicable or not.

2. **INSURANCE:**

It is agreed that TOWN and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than one million dollars (\$1,000,000) to cover all of its operations, specifically, but not limited to, not less than one million dollars (\$1,000,000) general liability, one million dollars (\$1,000,000) automobile liability, and one million dollars (\$1,000,000) workers' compensation.